

## Section II

## Assignee/Transferee

## 1. Name of Assignee/Transferee

Street Address (or other identification)

Grosat Broadcasting, Inc.

1902 WOODLAND ROAD

Telephone No.  
(Include Area Code)

(717) 846-6527

City

State

ZIP Code

YORK PA 17403

## 2. Assignee/Transferee is: (check one of the following)

☐ an individual☐ a general partnership☐ a limited partnership☒ a corporation☐ other (explain)3. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in attached Exhibit No. DNA the nature of the applicant.

## 4. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments?

☒ YES ☐ NO

## (b) Will any funds, credit, or other consideration for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ YES ☒ NOIf Yes, provide particulars as attached Exhibit No. DNA

## 5. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony; lotteries, unlawful restraints or monopolies; unlawful combinations, contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? (See instruction 9 for the definition of a "party" to this application.)

☐ YES ☒ NO

## (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 5.(a)?

☐ YES ☒ NOIf the answer to (a) or (b) above is Yes, attach as Exhibit No. DNA, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter.

## 6. The applicant certifies that sufficient net liquid assets are on hand or available from committed sources to consummate the transaction and operate the facilities for three months.

☒ YES ☐ NO

## 7. The applicant certifies that:

(a) it has a reasonable assurance of present commitments from each donor, from each party agreeing to furnish capital, from each bank, financial institution or others agreeing to lend funds, and from each equipment supplier agreeing to extend credit;

(b) it has determined that a reasonable assurance exists that all such sources (excluding banks, financial institutions and equipment suppliers) have sufficient net liquid assets to meet these commitments; and

(c) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment or donations.

☒ YES ☐ NO

## FOR LOW POWER TELEVISION APPLICANTS ONLY

8. Low power television stations must offer a broadcast program service (a nonprogram service is not permitted). Attach as Exhibit No. C a brief description, in narrative form, of the proposed program service.

9. Does the low power television applicant propose to employ five or more full time employees? ☐ YES ☒ NO

If the answer is Yes, the applicant must include an EEO program called for in the separate Five Point Model EEO Program (attached).

## CERTIFICATION

THE ASSIGNEE/TRANSFEREE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The ASSIGNEE/TRANSFEREE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE/TRANSFEREE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNEE/TRANSFEREE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, SECTION 1001

I certify that the assignee's/transferee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 22 day of DECEMBER, 1991

Grosat Broadcasting, Inc.

Name of Assignee/Transferee

[Signature]

Signature

President

Title

## **EXHIBIT A**

## AGREEMENT

This Agreement is entered into this 6th day of January, 1992, by and between RAYSTAY CO., a corporation with its principal offices in Carlisle, Pennsylvania ("Seller"), and GROSAT BROADCASTING, INC., a corporation with its principal offices in York, Pennsylvania ("Buyer").

WHEREAS, Seller holds a construction permit (BPTTL-890309NX, as modified by BMPTTL-910503GZ) ("CP") issued by the Federal Communications Commission ("FCC") for low power television station W23AY, York, Pennsylvania ("W23AY" or the "Station").

WHEREAS, Buyer desires and agrees to acquire the CP for the Station, and Seller desires and agrees to assign the CP to Buyer on the terms herein.

WHEREAS, the prior written consent of the FCC must be requested, and obtained, before the CP may be assigned to Buyer.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Seller agrees to assign and transfer the CP to Buyer, subject to the FCC granting its consent to such assignment, in consideration of Buyer paying Seller the cash sum of Ten Thousand (\$10,000.00) (the "Purchase Price"). The parties recognize that the amount that Buyer may lawfully pay to Seller in consideration of the assignment of the CP may not exceed the amount that the FCC approves as representing reimbursement of Seller's legitimate and prudent expenses incurred in acquiring the CP. Accordingly, in the event the FCC determines that the maximum amount that Buyer may pay to Seller in consideration of the assignment of the CP is less than the Purchase Price specified herein, Seller shall notify Buyer within ten (10) days of the issuance of a ruling by the FCC specifying an amount less than the Purchase Price as the maximum amount that Buyer may lawfully pay to Seller in consideration of the assignment of the CP as to whether it will accept such lesser amount (the "Adjusted Purchase Price") as full payment for assignment of the CP. If Seller notifies Buyer that it will accept the Adjusted Purchase Price, the transaction contemplated herein will be closed, with Buyer paying Seller the Adjusted Purchase Price. If Seller notifies Buyer that it will not accept the Adjusted Purchase Price, this agreement will terminate and the parties shall have no further obligation or liability hereunder.

2. The parties acknowledge that the CP cannot be assigned from Seller to Buyer without the prior consent of the FCC. Buyer and Seller agree to join and cooperate in preparing an application to the FCC for consent to such assignment. Each

party will be responsible for preparing its own section of the application at its own expense. The application will be submitted to the FCC within ten (10) days after the date of this Agreement.

3. Both parties shall prosecute the assignment application in good faith, including promptly providing any additional information which the FCC requests or requires; and neither party shall knowingly take any action or fail to take any action that would jeopardize FCC approval of the assignment except pursuant to its right of termination under this Agreement. This Paragraph shall not be construed as requiring either party to take any action, or incur any expense, to respond to any challenge to the assignment application which may be filed by any private party; provided, however, that if Buyer elects to respond to any such challenge, Seller will fully cooperate with Buyer in making such response at Buyer's sole expense.

4. If the FCC designates the assignment or any other application pertaining to the Station for hearing at any time for any reason, or if the FCC has not granted the assignment application within one (1) year after it is filed, or if the grant of the application has not become final in the sense that it is no longer subject to administrative or judicial review within eighteen (18) months after it is filed, then either party may dismiss the application without liability to the other. Effective upon such dismissal, the obligations to acquire and assign the CP shall cease.

5. Seller warrants to Buyer that the CP is valid and in full force and effect as of the date of this Agreement and will be valid and in full force and effect on the Closing Date, that the CP currently expires on April 23, 1993 and that the document attached hereto as Exhibit 1 is a true and correct copy of the CP. In addition, if the CP lapses or becomes void at anytime for any reason prior to the Closing, Buyer shall have the right to terminate this Agreement, but without prejudice to any right it may have against Seller if the loss of the CP is due to Seller's breach of this Agreement.

6. Buyer warrants to Seller that he knows of no reason why the FCC will not find him qualified to hold a construction permit or license for a low power television station.

7. Closing on the assignment shall be held within ten (10) days after an FCC action granting the assignment application has become final in the sense referred to in Paragraph 5 hereof, or at such earlier date following FCC action granting the assignment application that the parties might mutually agree upon. Closing shall be held at a time and place mutually agreeable to the parties, and in the absence of agreement, at the offices of

Arent, Fox, Kintner, Plotkin & Kahn at 10:00 a.m. on the fifth (5th) business day after an FCC action granting the assignment application has become final.

8. At the Closing:

a. Seller shall assign and convey to Buyer, and shall execute any documents required to do so: the FCC CP for the Station, any other governmental authorizations associated with the Station, any and all rights it has to the call sign W23AY.

b. Buyer shall pay Seller the Purchase Price, or Adjusted Purchase Price, if applicable, by certified or cashier's check or wire transfer.

9. In the event either party breaches its obligations hereunder and, as a result of such breach, the transaction provided for herein is not consummated, if the other party is not also in material breach of its obligations hereunder, the breaching party shall pay the other party the sum of \$1,000 as liquidated damages to compensate the other party for any loss or damages that it might have suffered as a consequence of the breach. The parties acknowledge the unique value of W23AY and agree that, consequently, as an alternative to recovering liquidated damages from Seller in the event of a breach of this Agreement by Seller, Buyer shall have the right to seek an order of specific performance from a court of competent jurisdiction to compel Seller's performance under this Agreement.

10. In the event of a lawsuit by either party to enforce its rights against the other under this Agreement, the prevailing party shall be entitled to payment of its reasonable attorneys' fees by the losing party.

11. Compliance by Seller with Paragraph 8(a) above shall be a condition precedent to Buyer's obligation to proceed at the Closing. Compliance with Paragraph 8(b) above shall be a condition precedent to Seller's obligation to proceed at the Closing.

12. Prior to the Closing, control of the Station shall be the sole right and responsibility of Seller. After the Closing, control and operation of the Station shall be the sole right and responsibility of the Buyer.

13. Any notices under this Agreement shall be effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt (certified mail or otherwise), addressed as follows:

If to Seller: Raystay Co.

P.O. Box 38  
Carlisle, PA 17013

Attn: Lee Sandifer

If to Buyer: Dennis Grolman  
1902 Woodland Road  
York, PA 17403

With Copy to: Peter Tannenwald, Esq.  
Arent, Fox, Kintner, Plotkin & Kahn  
1050 Connecticut Avenue, N. W.  
Washington, DC 20036-5339

or to such other address as either party may specify from time to time. Notice shall be effective three (3) days after mailing.

14. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior written or oral agreements or understandings, and may be amended only in writing executed by the party against which enforcement is sought.

15. This Agreement may be executed in one or more counterparts, each of which shall constitute an original with full force and effect and all of which shall constitute one and the same Agreement.

16. This Agreement shall be construed to be consistent with the Rules, Regulations, policies, and orders of the FCC. Except where governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Pennsylvania applicable to transactions conducted entirely within that state.

17. The individual executing this Agreement on behalf of Seller warrants that he (she) is duly authorized to represent and to bind Seller and that Seller has taken all necessary corporate action required to make this Agreement legally binding on it. Buyer warrants that he knows of no reason why, upon executing this Agreement, he is not legally bound by it.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date hereinabove first written.

RAYSTAY CO.

GROSAT BROADCASTING, INC.

By: Lee H. Sandifer  
~~XXXXXXXXXX~~ Vice President

By: \_\_\_\_\_

P.O. Box 38  
Carlisle, PA 17013

Attn: Lee Sandifer

If to Buyer: Dennis Grolman  
1902 Woodland Road  
York, PA 17403

With Copy to: Peter Tannenwald, Esq.  
Arent, Fox, Kintner, Plotkin & Kahn  
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IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date hereinabove first written.

RAYSTAY CO.

GROSAT BROADCASTING, INC.

By: \_\_\_\_\_

By: Dennis M. Grolman  
President



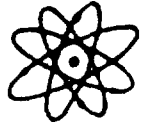
## EXHIBIT B

George F. Gardner was the sole stockholder of Adwave Company, an applicant for a construction permit for a new FM broadcast station on Channel 290 at Fort Lauderdale, FL (File No. BPH-830510AL). In RKO General, Inc., 4 FCC Rcd 4679, 66 RR 2d 1162 (Rev. Bd. 1989), the Review Board, with Board Member Blumenthal dissenting, disqualified Adwave because it resolved a misrepresentation/lack of candor issue involving a divestiture commitment by George F. Gardner, Adwave's sole stockholder, adversely to Adwave. In RKO General, Inc. (WAXY-FM), 5 FCC Rcd 642, 67 RR 2d 508 (1990), the Commission approved a settlement agreement dismissing Adwave's application. The Commission ruled that George Gardner could submit a specific showing of good character in support of future applications he might file with the Commission. In connection with the application that led to the issuance of this construction permit, Raystay made such a showing, which the Commission accepted. See letter dated July 23, 1990 to George F. Gardner from Roy J. Stewart, Chief of the Mass Media Bureau.

George F. Gardner was a limited partner in Los Angeles Television, a Limited Partnership (LATV). LATV was an applicant for a construction permit for a new commercial television station seeking the facilities of KHJ-TV, Los Angeles, California. In RKO General, Inc., 3 FCC Rcd 5057, 65 RR 2d 192 (1988), the Commission dismissed LATV's application as unacceptable for filing. A second application for the same facilities (File No. BPCT-881028KG) was

dismissed by the Commission in RKO General, Inc. (KHJ-TV, 4 FCC Rcd 1304, 65 RR 2d 1548 (1989). LATV appealed the Commission's actions to the U.S. Court of Appeals. LATV then dismissed its appeal pursuant to a settlement agreement approved by the Commission.

# RAYSTAY CO.



P. O. BOX 38

CARLISLE, PA 17013

(717) 245-0040

*BROADBAND COMMUNICATIONS - CATV*

## CERTIFICATION OF EXPENSES

I, David A. Gardner, hereby certify that I am in management at Raystay Co. and am familiar with the expenses incurred by Raystay in obtaining the construction permit being assigned, which expenses are:

Cohen and Berfield, P.C.	
Legal Fees	\$ 7,698.00
Robert Hoover	
Engineering Fees	2,425.00
FCC Filing Fees	<u>375.00</u>
	\$10,498.00

Date: Jan 6 1992

David A. Gardner  
David A. Gardner

EXHIBIT C

The assignee plans to provide a television broadcast service which will consist predominantly of programming that is locally produced, but which be supplemented with programming obtained from satellite sources. The assignee anticipates that in excess of 70% of the station's programming will be locally originated.



UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

File No.(s): BAPTTL-920114IB

Class of station(s): LPTV

<b>XX CONSENT TO ASSIGNMENT:</b>  <input type="checkbox"/> CONSENT TO TRANSFER CONTROL:  <input type="checkbox"/> CONSENT TO TRANSFER STOCK:  Whereby  of  Control by  is effected.	<b>FROM</b>  RAYSTAY COMPANY
	<b>TO</b>  GROSAT BROADCASTING, INC.
Licensee/Permittee: (for transfer only)	

CALL SIGN(s)

W23AY

STATION LOCATION(s)

YORK, PA

AUXILIARY STATION(s) (for assignments only)

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

**ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:**

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated: MARCH 2, 1992

bdg

MAR 5 1992

FEDERAL  
COMMUNICATIONS  
COMMISSION



FCC 732  
March 1983



LAW OFFICES  
COHEN AND BERFIELD, P.C.

BOARD OF TRADE BUILDING  
1129 20TH STREET, N.W.  
WASHINGTON, D.C. 20036  
(202) 466-8565

LEWIS I. COHEN  
MORTON L. BERFIELD  
ROY W. BOYCE  
JOHN J. SCHAUBLE\*

TELECOPIER  
(202) 785-0934

\*VIRGINIA BAR ONLY

November 7, 1991

VIA FACSIMILE AND MAIL

Mr. David A. Gardner  
Raystay Company  
P.O. Box 38  
Carlisle, Pennsylvania 17013

Dear Dave:

Our records reflect that our legal fees and expenses for the five unbuilt low power authorizations total \$15,397.03. We are also aware of an additional cost of \$1,875 for FCC filing fees.

To this credit can be given for out-of-pocket expenses incurred in:

1. Consulting engineering fees (\$7,275, Bob Hoover)
2. Obtaining antenna sites (Telsa, \$1,092.01) and any rental or other fees paid in connection therewith.
3. Any travel expenses incurred in obtaining the permits and/or investigating equipment, sites, or any aspect of effectuating the permits.
4. Any equipment which would be assigned to the Buyer.

With regard to payments to others, research of Commission precedent indicates that allocation of time spent by officers, directors, or stockholders in Raystay would not be credited. These cases thus seem to indicate that salary payments to employees who are not in the above categories could be credited.



November 7, 1991  
Page 2

We thus believe that compensation totalling \$30,000 could be justified. We would also point out that since the unbuilt permits expire shortly it would be very important to promptly file any assignment agreements. Further, the Buyer would need to be prepared to assure the Commission of an intention to go on the air in a reasonably prompt manner. Thus, the public interest justification for allowing the assignment would be that such a transaction would hasten the commencement of service, rather than having the frequencies revert to the Commission for new applications.

We await further instructions.

Best regards.

Sincerely,

  
Morton L. Berfield



R. L. HOOVER  
CONSULTING TELECOMMUNICATIONS ENGINEER

P.O. BOX 2000  
WEST BETHESDA, MARYLAND 20817  
(301) 983-0054

INVOICE

Mr. David Gardner  
Raystay Company

March 31st, 1989

DESCRIPTION	COST
re: PREPARATION OF FIVE LPTV APPLICATIONS	
1. Preparation of five LPTV Applications a. Charge, \$1500 ea a. Discount, 10 percent	\$7500.- (750.- )
2. Preparation of three FAA Forms a. Chg, \$175, ea	<u>525.-</u>
Total Due	<u>\$7275.0</u>
PAYMENT DUE ON RECEIPT OF INVOICE	
PAID <u>5/9/89</u> CHECK NO. <u>217</u> APPROVAL _____	

OK  
DL



LAW OFFICES  
COHEN AND BERFIELD, P.C.

BOARD OF TRADE BUILDING  
1129 20TH STREET, N.W.  
WASHINGTON, D.C. 20036  
(202) 466-8565

LEWIS I. COHEN  
MORTON L. BERFIELD  
ROY W. BOYCE  
JOHN J. SCHAUBLE\*  
\*VIRGINIA BAR ONLY

TELECOPIER  
(202) 785-0934

March 14, 1990

Ms. Donna R. Searcy  
Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Washington, D.C. 20554

RE: BPTTL-890309NZ Lebanon, PA

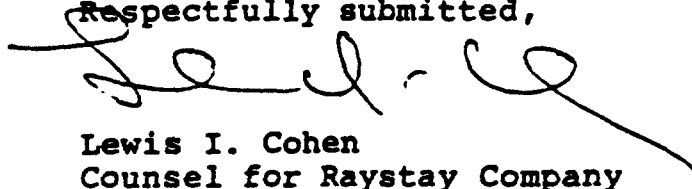
Dear Ms. Searcy:

On behalf of Raystay Company there is attached hereto declarations of George Gardner, Robert W. Chilton, Gilmore B. Seavers, Rev. Andrew J. Fontanella, Stanley T. Singer and Lincoln A. Warrell. These documents are submitted pursuant to the Commission's Memorandum Opinion and Order in RKO General, Inc. (WAXY-FM), MM Docket No. 84-1112, FCC 90-18 released February 2, 1990. At paragraph 21 the Commission stated "Accordingly, we will afford Gardner ..... the opportunity to submit a showing of good character in connection with any application for a new station." Mr. Gardner is the controlling stockholder of Raystay Company, which is the tentative selectee for five LPTV stations that are still pending:

BPTTL-890309NX	Red Lion, PA
BPTTL-890309NY	Lancaster, PA
BPTTL-890309NZ	Lebanon, PA
BPTTL-890309PA	Lancaster, PA
BPTTL-890309TD	Lebanon, PA

It is respectfully submitted that based upon the showing attached hereto, the Commission should grant these five LPTV applications.

Respectfully submitted,



Lewis I. Cohen  
Counsel for Raystay Company

Enclosures

### DECLARATION

George F. Gardner hereby declares under penalty of perjury that the following is true and correct to the best of his personal knowledge:

I am the sole stockholder, director and an officer of Adwave Company, which was an applicant for a new FM station at Fort Lauderdale, Florida (File No. BPH-830510AL; MM Docket No. 84-1113). The proceeding involving Adwave was resolved by settlement approved by the Commission in RKO General, Inc. (WAXY-FM), FCC 90-18, released February 2, 1990 (RKO). As reflected at para. 7 to 22 thereof, the effect of the settlement was to leave an unresolved character issue concerning Adwave. RKO also therein adopted procedures governing the consideration of the impact of that issue in connection with future broadcast applications in which I am involved.

I am also the controlling stockholder, an officer and a director of Raystay Company (Raystay). Raystay is the licensee of LPTV station W40AF, Dillsburg, Pa. and the tentative selectee for five LPTV stations that are still pending:

BPTTL-890309NX	Red Lion, PA
BPTTL-890309NY	Lancaster, PA
BPTTL-890309NZ	Lebanon, PA
BPTTL-890309PA	Lancaster, PA
BPTTL-890309TD	Lebanon, PA

See Report No. GL89-3, released June 16, 1989. This Declaration is designed to meet the first and third tests set forth in para. 21 of RKO in order to justify the grant of the five LPTV applications noted above. The second test (reputation in the community) will be met by Declarations of persons with knowledge of my reputation in the Carlisle, Pennsylvania community where I principally reside and conduct business.

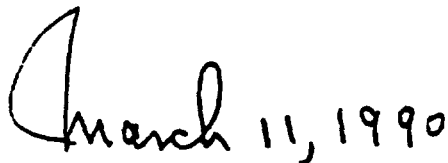
Since the filing of the Adwave application in 1983, no allegations have been made of any significant broadcast-related misconduct by myself or any company in which I am involved, and I am aware of no such misconduct. As noted at para. 20 of RKO, I had a previously unblemished record of broadcast ownership, which is detailed at para. 42 of RKO General, Inc. (WAXY), 2 FCC Rcd 3348 (ID 1987).

The issue against Adwave involved a finding that I improperly proposed to divest other media interests in which I was involved. While I never intended to deceive the Commission, I now realize the importance of being absolutely candid in applications and statements made by me to the Commission, and have resolved to carefully review any such applications and statements to ensure that they fully and accurately disclose any pertinent facts. I would note in this respect that, prior to RKO, Exhibit 3 to each of the pending LPTV applications made full disclosure of the adverse Initial Decision against

Adwave, and the applications were amended on July 6, 1989 to report the Review Board's affirmance of the Initial Decision. These actions I believe reflect my desire to ensure that the LPTV staff be fully informed as to these pertinent facts.

I would accordingly urge that the circumstances warrant a conclusion that Raystay is qualified to be the licensee of the five LPTV stations at issue.

  
George F. Gardner

Date:  March 11, 1990



